

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CLERK OF MCHENRY COUNTY
COUNTY OF MCHENRY**

AND

AFSCME COUNCIL 31, FOR AFSCME LOCAL 1748

DECEMBER 1, 2017 – NOVEMBER 30, 2020

COUNTY OF MCHENRY

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PREAMBLE

WHEREAS, The McHenry County Clerk recognizes the practices and procedures of collective bargaining as a fair and orderly way of conducting relations with certain employees; insofar as such practices and procedures do not interfere with the obligation to operate in an efficient manner for the purposes of best serving the residents of McHenry County; and

WHEREAS, to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to covered employees, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows; and

WHEREAS, the parties recognize the constitutional and inherent powers of the Executive Branch of government and agree that no provision of this Agreement may be interpreted or enforced in such a manner as to interfere with the constitutional and inherent powers of the Executive Branch; and

WHEREAS, the parties recognize the central role of the McHenry County Clerk in assuring compliance with the laws, the constitution of the State of Illinois, and the United States Constitution; and

WHEREAS, the parties recognize the vital and necessary role of the employees in carrying out the day-to-day work of the County;

NOW, BE IT RESOLVED, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the County of McHenry, a body politic and corporate, by its duly constituted County board, and the Clerk of McHenry County (hereinafter referred to as the Employer), and American Federation of State, County and Municipal Employees Council 31, for and on behalf of Local 1748 (hereinafter referred to as the Union).

ARTICLE 1 **RECOGNITION**

Section 1.1 Exclusive Bargaining Representative

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters concerning rate of pay, wages, hours and other conditions of employment

in compliance with the certification issued in Case No _S-RC-18-004 by Illinois Labor Relations Board for employees including "All full time and regularly scheduled part time employees of the McHenry County Clerk in the following titles: Clerk I, Clerk II, and Clerk III, but excluding managerial, supervisory, and confidential employees as defined by the Illinois Public Labor Relations Act."

Section 1.2 Temporary Replacement Workers

Temporary employees hired as replacements for employees off work due to a medical condition(s) shall not be covered by this agreement while working as a medical replacement.

Section 1.3 Subcontracting

It is the general policy of the employer to continue to utilize employees to perform work they are qualified to perform. However, the employer reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency, provided such subcontracting will not cause the layoff or reduction in force of any bargaining unit employee.

ARTICLE 2 **CHECKOFF**

Section 2.1 Dues Deduction

The Employer shall honor employees' individual authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees, and PEOPLE contributions. Authorized deductions shall be irrevocable except as in accordance with the terms under which an employee voluntarily authorized said deductions in accordance with Illinois law.

Such deduction will be split evenly and made from the first two pay checks in the month. The amount to be deducted shall be certified to the Employer by a representative of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement in paper and electronic form, to the representative by the fifteenth of the succeeding month, after such deductions are made. The itemized statement shall consist of a list of the names, pay date and amounts deducted from each employee addresses, phone numbers and the employee identification numbers of all employees in the bargaining unit.

Section 2.2 Termination of Dues

The Employer shall be relieved from making the above deductions upon termination of employment, transfer from the bargaining unit, revocation of the authorization or

termination of this Agreement. The Employer shall not be obligated to deduct dues from an employee's pay during any month in which the Employee's pay is less than the amount to be deducted.

Section 2.3 Indemnification

The only obligation of the Employer is to deduct and remit the certified amounts to the Union. The Employer shall bear no obligation or liability to the Union or any Employee for any mistakes made in compliance with said obligation other than to correct such mistake upon notice of the error. The Union shall indemnify, defend, and hold harmless the Employer, its Officers, Agents, and Employees from any and all claims, demands, actions, complaints, suits, or any other forms of liability that shall arise out of or by reason of any action by the Employer for the purposes of complying with this Article or in reliance upon any list, form, notice, certification, or assignment furnished pursuant to the provision hereof.

Section 2.4 Change in Dues Rate

Notice of any increases in the deductions authorized herein shall be provided at least thirty (30) days in advance of their effective date.

ARTICLE 3 **MANAGEMENT RIGHTS**

It is understood and agreed that the County Clerk possesses the sole right and authority to operate and direct the employees of the County Clerk in all aspects, including, but not limited to, all rights and authority exercised by the County Clerk prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- (a) To direct all operations of the County Clerk's Office;
- (b) The right to determine its mission, policies, and set forth all standards of service offered to the public;
- (c) To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the County Clerk's Office;
- (d) To determine the methods, means, and number of personnel needed to carry out the department's mission;
- (e) To supervise and direct the working forces;
- (f) To hire and assign or to transfer employees within the County Clerk's Office;
- (g) To promote, suspend, discipline or discharge for just cause (with the exception of probationary employees, who may be discharged without cause);
- (h) To lay off and recall employees pursuant to the provisions of this Agreement;
- (i) To make, alter, publish and enforce rules and regulations, orders, policies and procedures;

- (j) To introduce new or improved methods, equipment or facilities;
- (k) To contract for goods and services;
- (l) To take any and all actions that may be necessary to carry out the mission of the County Clerk's Office;
- (m) To determine its overall budget;

Nothing in this Article is intended to alter or abrogate the intention or authority of any other article contained in this Agreement. Anything not specifically provided for pursuant to this Collective Bargaining Agreement shall be left to the exclusive discretion of the Employer.

ARTICLE 4 **WORK RULES**

The Employer may adopt, change, or modify work rules. The Employer agrees to post or make available in the department, or where more appropriate, the work location, a copy of its applicable work rules where such rules exist. Upon request of the Union the parties shall meet and discuss alternatives to the proposed change(s). Work rules shall not conflict with any specific provision(s) of this Agreement.

ARTICLE 5 **NO STRIKE OR LOCKOUT**

Section 5.1 No Strike/Slowdown

This Agreement contains a grievance resolution procedure which provides for final and binding arbitration of disputes concerning a violation, misrepresentation or misapplication of the written provisions contained within this Agreement. During the term of this Agreement, neither the Union nor any officers, agents, designees, or employees of the Employer shall instigate, incite, promote, sponsor, engage in, aid, abet, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or any other intentional disruption of the operations of the Employer, or any other activity which interferes with the operation of McHenry County, regardless of the reasons for doing so during an employee's working hours. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established.

Section 5.2 No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union so long as there is no breach of Section 1.

Section 5.3 Union Responsibility

Upon written notice by the Clerk or his/her designee to the Union that certain member/employees are engaged in a violation of this Article, the Union shall immediately in writing order such members employees to return to work, and provide the Clerk copy of such. The bargaining agent of the Union shall promptly and publicly order them to return to work and do whatever acts reasonably necessary to secure their immediate return to work.

Section 5.4 Penalties

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to discipline up to and including discharge by the Employer, including loss of benefits accrued pursuant to this Agreement, so long as allowed by law, subject to Article 12 (Grievance Procedure).

ARTICLE 6 **UNION RIGHTS**

Section 6.1 Union Activity During Working Hours

Union activities within Employer facilities shall be restricted to administering this Agreement. A Union representative shall ask for and obtain permission from the County Clerk or his/her designee before leaving his/her job in order to conduct Union business. The Union representative shall ask for and obtain permission from the County Clerk of any employee with whom he/she wishes to carry on Union business. Such approval shall not be unreasonably denied.

Reasonable time while on duty shall be permitted to a Union representative for the purpose of aiding or assisting or otherwise representing employees in processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 6.2 Meeting Pay

Union representatives shall be allowed time off without pay for Union business such as Union meetings, statewide or area Union committee meetings or Council 31 or International Conventions, provided such representative gives a minimum two week notice to the County Clerk. If more than two Union representatives in the same department desire such time off, arrangements must be made well in advance with the County Clerk. Unless the County Clerk approves otherwise, employees attending such conferences shall be limited to three (3) and those attending such conferences outside scheduled work time shall not be compensated by the Employer. Nothing herein shall

prevent employees from using vacation, personal, or compensatory time to cover the unpaid time off during working hours for union-related activities.

Section 6.3 Bulletin Board

The Employer agrees to provide space for a Union bulletin board, for Union notices. Posting to such boards or space shall be limited to official notices and bulletins of the Union. The Union shall be responsible for maintaining material posted on the board.

Section 6.4 Information Provided to the Union

The Employer shall quarterly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations: new hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties.

Section 6.5 Union Orientations

New Hires – The Union shall conduct union orientation for each new bargaining unit employee during the employee's first or second day of employment in the bargaining unit (unless the Union chooses another date) at a time mutually agreeable to the parties. Alternatively, the Union may choose to conduct less frequent group orientations, including orientations conducted in conjunction with new employee orientations conducted by the Employer. The Union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Annual Orientation – Each bargaining unit employee shall annually attend an orientation provided by the Union. Orientations shall be scheduled at times mutually agreeable to the parties. Employees shall be allowed up to one (1) hour during working hours with no loss of pay to attend such orientation.

Section 6.6 Union Access with Notification

Representatives of the Union shall have reasonable access to the Employer and their facilities for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement. However, due to issues of confidentiality and security to the public which must be maintained at the facilities where employees work, the Union Representative must provide reasonable notice to the Employer, with a minimum of at least one (1) hour in advance of the desire for access. Furthermore, when the Union representative enters a McHenry Clerk Office for this purpose, he or she shall first advise the Supervisor of the office or his or her designee if present prior to contacting

other employees. Such visits shall not unreasonably interfere with the operation of the Employer.

Section 6.7 Notification of Representatives

The Union shall notify the Employer within fourteen (14) calendar days of the election/appointment of the officers and stewards, if any, of the Union.

Section 6.8 Union Negotiating Team

Up to three (3) members designated as being on the Bargaining Unit's negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated bargaining unit member on the negotiating team is in regular day-off status on the day of negotiations, he/she will not be compensated for attending the session.

ARTICLE 7 **NON-DISCRIMINATION**

Section 7.1 Prohibition Against Discrimination

The Employer and Union shall not discriminate against any employee covered by this Agreement on the basis of race, gender identity, creed, religion, color, age, national origin, sexual orientation, or disability in a manner which would violate any applicable laws. The Employer will continue to provide equal opportunity for all employees and develop and apply equal employment practices.

Section 7.2 Union Membership

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights.

ARTICLE 8 **LABOR MANAGEMENT CONFERENCES**

Section 8.1 Labor Management Conferences

Representatives of the Employer and of the Union may meet from time-to-time on a reasonable basis in order to maintain communications between labor and management

and cooperatively discuss and solve problems of mutual concern. An agenda of topics to be discussed should be provided with a minimum of one week prior to meeting.

It is understood that the above-referenced meetings are consensual. Nothing herein shall obligate the parties to such matters nor shall it inhibit the parties from meeting on a less formal basis, should circumstances allow.

Section 8.2 Grievances

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure may be discussed at labor-management conferences. However, any such discussion of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances. Such grievance discussion shall only be held by mutual agreement of the Employer and the Union.

Section 8.3 Attendance at Meetings

When absence from work is required to attend labor-management conferences, Union members shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall not arbitrarily withhold approval of the absence. Union members attending such conferences shall be limited to three (3) on-duty employees unless the parties mutually agree otherwise. Travel expenses associated with any labor-management conferences shall be the responsibility of the employee.

ARTICLE 9 **SENIORITY**

Section 9.1 Definition of Seniority

- (a) Seniority shall be the length of continuous service with McHenry County.
- (b) For all employees, seniority shall exclude periods of employment outside the bargaining unit. There shall be no seniority among employees serving on initial probationary period. Upon successful completion of probation, seniority shall be established retroactive to the date of hire.
- (c) In addition, seniority shall exclude layoffs.
- (d) Employees shall retain and accrue seniority while on paid leave and shall retain but not accrue seniority while on unpaid leaves except where federal or state statutes governing military duty direct otherwise.
- (e) Seniority for part-time employees shall be prorated based upon the percentage of full time which each part-time employee works. Full time employees should be considered senior to any part time employees.
- (f) In the event two (2) or more employees have the same seniority date, the date of application for employment with the Department shall determine which employee

is more senior. If two employees applied on the same day, the Employer and the Union will conduct a lottery to determine which employee has greater seniority.

- (g) For the purposes of vacation accrual only, "seniority" is defined to include the amount of continuous service with McHenry County beginning with the latest date of hire.

Section 9.2 Termination of Seniority

Seniority shall be terminated when an employee:

- (a) Quits or voluntarily resigns, provided that he/she is not re-employed to a position covered by this Agreement within (1) year; or
- (b) Is discharged for just cause; or
- (c) Retires under IMRF; or
- (d) Is absent for three (3) consecutive days without proper authorization or emergency circumstances; or
- (e) Is on layoff for more than eighteen (18) months. (Seniority shall not accrue during any period of layoff); or
- (f) accepts gainful employment while on an approved leave of absence from the County Clerk's Office; or
- (g) Fails to return to work at the conclusion of an approved leave of absence or an approved extension thereof.

Section 9.3 Reinstatement

If an employee resigns or quits from the County Clerk, and subsequently is rehired by the County Clerk within twelve (12) months of the termination of their previous employment, their original seniority date will be restored upon satisfactory completion of the probationary period.

Section 9.4 Probationary Period

A new or rehired employee filling a job classification covered by this Agreement shall be subject to an initial probationary period of six (6) months continuous service to determine his/her ability and fitness for the work (employee training period). The County Clerk at his/her sole discretion may extend a probationary period one (1) time for an additional three (3) months. The County Clerk shall have the sole right to determine his/her suitability at any time during such probationary period. The employee will not have or accumulate seniority during the probationary period as a newly hired or rehired employee. The right to discharge, discipline or rehire an employee during the probationary period shall be vested exclusively with the County Clerk, and shall not be the subject of a grievance.

At the discretion of the Clerk, no employee within the Department that is currently under probationary status within their current job assignment is eligible to apply for a lateral transfer in accordance with Article 14 (Job Openings).

Upon satisfactory completion of the probationary period, an employee shall be credited with his/her seniority beginning from the date of his continuous employment within the Department, and shall receive all other rights and benefits for which a non-probationary employee is eligible.

Section 9.5 Seniority List

The Employer and Union shall initially agree upon a seniority list setting forth the present seniority dates for all employees covered by this Agreement, which shall become effective on the date of execution of this Agreement. The initial list shall be attached hereto.

Following the execution of this Agreement, on September 1 of each year, the Employer shall post a seniority listing showing the classification seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless grieved by the Union or an employee.

ARTICLE 10 **LAYOFF AND RECALL**

Section 10.1 Layoff

In the event the Employer determines a layoff is necessary, employees in each job classification shall be laid off in such number as determined by the County Clerk. The Employer shall determine how many positions in each classification shall be laid off. Employees shall be laid off in the inverse order of classification seniority. Employees may bump employees in lower classification for which they are qualified to perform the job duties, again using the inverse order of classification seniority. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) Probationary, contractual, and temporary employees;
- (b) In the event of further reductions in force, employees will be laid off in inverse order of seniority by job class within Clerk's office.

An employee subject to layoff shall be able to exercise his/her seniority for the following options in lieu of layoff in the order set forth below, provided that the employee is qualified for the position:

- (a) To fill a vacant position with the same salary range or rate.

- (b) To displace an employee with the least seniority in a job title with the same salary range or rate.
- (c) To fill a vacant position or to displace an employee with the least seniority in a job title with a lower salary range or rate.

An employee subject to displacement by the above procedure shall be considered subject to layoff and shall have the right to exercise the same options. Displaced employees with no further rights to (a), (b) or (c) above shall be considered laid off.

An employee who has been laid off shall have the right to exercise his/her seniority to fill a vacancy with an equal or lower salary range or rate, provided the employee is qualified for the position, and shall have the right to refuse such vacancies without losing recall rights. The Employer shall inform laid off employees of such vacancies.

Section 10.2 Recall

Employees shall be recalled from layoff according to McHenry County Clerk seniority. No new employees shall be hired until all employees on layoff desiring to return to work have been given the opportunity to return to work. Recall rights under this provision shall terminate eighteen (18) months after layoff. In the event of recall, the County Clerk shall send eligible employees notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Clerk, or his/her assignee, concerning any change of address during the recall term. Eligible individuals shall have ten (10) working days after the notice is sent to notify the Clerk of their acceptance to recall. If the former employee fails to respond within ten (10) working days of said notice, or if the individual declines the opportunity for the assigned position, the next eligible former employee will be contacted. After notifying the Clerk the employee shall have ten (10) working days thereafter to report for duty, or more time if mutually agreed upon by the employee and the Employer.

An employee failing to respond to a recall notice, or who cannot report to work within twenty (20) working days after the recall notice is sent, or elects not to accept the position offered will be removed from the recall seniority list.

ARTICLE 11 **DISCIPLINARY ACTIONS**

Section 11.1 Generally

The County Clerk's Office expects its employees to acquaint themselves with the performance criteria for their particular job and with all applicable rules, procedures and standards of conduct. The County Clerk's Office expects its employees to perform their

job duties in a satisfactory manner, maintain a high level of professionalism, and conduct themselves in an honest and efficient manner at all times. Coaching and counseling are a prelude to discipline and shall not be subject to the grievance procedure without limitation.

Section 11.2 Employee Discipline

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The Employer may impose the appropriate level of discipline based on the facts and circumstances of the matter at issue. Discipline shall include but not be exclusive of the following progressive steps of priority:

- (a) Oral reprimand. Employee is to receive a copy with copy of such maintained in the employee's personnel file. Oral reprimands may not be grieved past step 3 of the grievance process (Article 12.3).
- (b) Written reprimand. Employee is to receive a copy with copy of such maintained in the employee's personnel file. Written reprimands may not be grieved past step 3 of the grievance process (Article 12.3).
- (c) Suspension without pay. Documentation of such maintained in the employee's personnel file, with a copy delivered to a Union officer. This section is subject to the grievance procedure.
- (d) Demotion with pay reduction (e.g. Clerk III reduced to Clerk II). Documentation of such maintained in the employee's personnel file with a copy delivered to a Union officer. This section is subject to the grievance procedure.
- (e) Discharge. Documentation of such maintained in the employee's personnel file, with a copy delivered to a Union officer. This section is subject to the grievance procedure.

For all discipline higher than a written warning, the County Clerk will deliver a copy to the representative of AFSCME Council 31 within five (5) business days of the discipline being issued. Electronic delivery will satisfy the provisions of this clause.

Disciplinary action may be imposed upon any non-probationary employee only for just cause. Probationary employees are "at-will" employees, subject to discipline or discharge without recourse to the grievance process. The Employer shall notify the Employee within fourteen (14) days of beginning an investigation, except in cases where a criminal investigation is also in progress. The employer shall attempt to administer any subsequent discipline within one (1) month from such notice.

Section 11.3 Measure of Discipline

Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and

circumstances. This does not inhibit the Employer from using prior misconduct in imposing progressive discipline.

Section 11.4 Manner of Discipline

If the Employer has reasons to discipline an employee, it should be done in a manner that will not embarrass the employee before other employees or the public. A disciplined employee shall be entitled to Union representation if requested by the employee.

Prior to the discharge or disciplinary suspension of an employee, the employer shall notify the employee if possible (i.e. the employee has been a no call/no show for over three consecutive work days) and shall notify the appropriate Union representative of the contemplated action and meet with them to provide the reason. Copies of pertinent documents then available will be supplied. The employee and the Union representative shall be given the opportunity to respond to the charges.

Section 11.5 Voluntary Admission of Substance Abuse

An employee shall not be disciplined for voluntarily seeking treatment for substance abuse except as outlined in Article 19. This shall not apply where the employee's substance abuse affects job performance or violates any other standards of conduct.

Section 11.6 Oral and Written Reprimands

Oral reprimands dated two (2) years or more prior to the current offense shall not be used as a measure of discipline as long as no other discipline was imposed during this two (2) year period for a substantially similar infraction. Written reprimands dated three (3) years or more prior to the current offense shall not be used as a measure of discipline as long as no other discipline was imposed during this three year period for a substantially similar infraction.

ARTICLE 12 **GRIEVANCE PROCEDURE**

Section 12.1 Statement of Principle

The parties agree that in order for the grievance procedure to function efficiently and effectively, all grievances must be resolved at the lowest possible level of the Grievance Procedure.

Section 12.2 Definition of a Grievance

A grievance is defined as any unresolved difference, complaint or dispute between the Union or any employee(s) and the Employer regarding the application, meaning or

interpretation of this Agreement.

The Union on behalf of an employee or on behalf of a group of employees or itself may process grievances. The grievant(s) or one grievant representing a group of grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. This shall not waive any employee's right to present a grievance without Union representation under the Act.

Section 12.3 Grievance Steps

Step 1:

The employee(s), or the Union, who have a grievance shall submit the grievance in writing to the employee's immediate supervisor outside the bargaining unit, specifically indicating that the matter is a grievance under this Agreement.

The written grievance shall be on a form provided by the Union. The written grievance shall contain a statement of the grievant's complaint, the Article(s) of the Agreement allegedly violated, the date of the violation and the relief sought. The form shall be signed and dated by the grievant and/or the Union representative.

All grievances must be presented to the County Clerk's designee within fourteen (14) calendar days after the date of the first occurrence of the matter giving rise to the grievance or, from the date the employee or the Union knew or should have known of the conduct or event giving rise to the grievance occurred. Any grievance not presented to the County Clerk's designee within that said fourteen (14) calendar-day period shall be deemed waived.

The grievant, Union representative and the County Clerk's designee shall meet in an attempt to resolve the grievance, unless such meeting is waived. The immediate supervisor outside the bargaining unit shall render a written response to the grievant and the Union within fourteen (14) calendar days after the grievance is presented or within fourteen (14) *calendar* days after the meeting, whichever is later.

Step 2:

In the event the grievance is not resolved at Step 1, it shall be presented in writing by the Union to the County Clerk within fourteen (14) calendar days from the receipt of the answer or the date the answer was due, whichever is earliest.

Within fourteen (14) calendar days after the grievance is submitted to Step 2, the County Clerk shall meet, discuss and attempt to resolve the grievance with the Union and the grievant. The County Clerk shall render a written answer to the grievance within fourteen (14) calendar days after such discussion is held and provide a copy of the answer to the Union.

Step 3:

Only in the case of grievances involving the shared responsibilities of the Employer or the interpretation of contract language or grievances, the settlement of which would involve monies beyond the budgeted funds of the County Clerk, and if the grievance is not settled at Step 2, the Union, within fourteen (14) calendar days after the County Clerk's written decision at Step 2, may refer the grievance in writing to the County Clerk and the designee(s) of the Chairman of the County Board. Within fourteen (14) calendar days after such referral, the grievant, the Union representative, the County Clerk, and the designee(s) of the Chairman of the County Board shall meet and make a good faith effort to resolve the grievance. The County Clerk and the designee(s) of the Chairman of the County Board shall respond in writing to the grievant and the Union within fourteen (14) calendar days following that meeting. The County Clerk shall have one (1) vote and the designee(s) of the Chairman of the County Board shall collectively have one (1) vote in resolving such grievances.

If the grievance remains unresolved, the County Clerk may offer to mediate the grievance by use of the Federal Mediation and Conciliation Service (FMCS) services, which offer, if accepted by the Union, shall suspend the time provisions herein until the mediation is terminated.

Step 4:

If the dispute is not settled at Step 2 or Step 3, the matter may be submitted to arbitration by the Union, the County or the County Clerk within fourteen (14) calendar days after the Step 2 or Step 3 written decision or after the expiration of the fourteen (14) calendar period that such written decision was due. Within fifteen (15) calendar days after the matter has been submitted to arbitration, a representative of the County Clerk, the County and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within fifteen (15) calendar days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are currently members of the National Academy of Arbitrators. Either party shall have the right to reject one panel of arbitrators. The arbitrator shall be selected from the final list by alternate strikes by the co-employer representative and the Union. The party requesting arbitration shall take the first strike. The person whose name remains on the final list shall be the arbitrator.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and date for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

The parties shall attempt to arrive at a joint stipulation of the facts and issues to be submitted to an arbitrator. No more than one grievance may be submitted to an arbitrator at any one time without the consent of the other party. The expenses and fees of the

arbitrator and the cost of the hearing room shall be shared equally by the parties. Unless mutually agreed otherwise, all hearings shall be in the City of Woodstock.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of its own witnesses who are not employees of the Employer. In no case, however, will the Employer be responsible for any financial obligation arising out of producing any employee on the grievant's or the Union's behalf.

The arbitrator shall neither amend, modify, nullify, ignore, imply, add to, or subtract from the express written provisions of the Agreement, and shall only consider those issue(s) submitted to him by mutual written agreement of the parties. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee(s) involved, unless reversed on appeal in accordance with the provisions of the Uniform Arbitration Act and the Illinois Labor Relations Act.

The Employer and Union agree to share equally the costs associated with the arbitration hearing except that each shall be responsible for the costs of their own witnesses. If one of the parties and not the other desires a verbatim transcript of proceedings then that party shall be solely responsible for the costs (including those of the court reporter) associated with producing the transcript. If both parties desire a verbatim transcript then the costs shall be shared equally.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Once a determination is made that the matter is arbitrable or if such a preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

Section 12.4 Withdrawal

Grievances may be withdrawn at any step of the procedure without prejudice. Grievances not appealed within the designated time limits shall be treated as settled on the basis of the Employer's previous answer.

Section 12.5 Failure to Answer

Grievances not discussed or answered by the Employer within the designated time limits shall be automatically advanced to the next step of the grievance procedure. The time limits at any step or for any hearing may be extended by mutual agreement of the parties.

Section 12.6 Advanced Step Grievance Filing

Grievances may be filed at any step of the grievance procedure by mutual agreement of the parties at that step.

Section 12.7 Information Requests

Either the Union or Employer may request the production of specific documents, books, papers, or witnesses reasonably available from the Union or the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

Section 12.8 Time Off; Meeting Space; Telephone and Fax Use

The Union grievance representative(s) will be permitted reasonable time off without loss of pay during their working hours to investigate and process grievances. Approval must first be sought from the employee's supervisor, and shall not interfere with the work of the department. Employee witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time off with pay to attend grievance meetings and/or respond to the Union's investigation.

In the event of a grievance, the employee shall first complete his or her assigned work task and grieve later, unless an employee's safety is threatened. No employee or Union representative shall leave his/her worksite to investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any worksite to be visited, at least one working day in advance. Such arrangement shall not be denied unreasonably.

ARTICLE 13 **HOURS OF WORK AND OVERTIME**

Section 13.1 General Provisions

- (a) "The normal work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off.
- (b) Definitions. The "work week" is defined as the 168 hours commencing at 12:00 a.m. Sunday and running to midnight the following Saturday. "Time worked" is defined as all time in paid status.
- (c) "Overtime Payment" Employees shall be paid at the rate of one and one-half (1½) times the employee's straight time hourly rate for all time in excess of 40 hours in paid status weekly.
- (d) Only time worked shall be counted for purposes of overtime computation. Vacation hours and holidays shall be counted as time worked, and sick, personal, and compensatory time shall not be counted as time worked for purposes of overtime computation.

Section 13.2 Breaks

(a) **Rest Periods**

Subject to operational needs, there shall be two (2) paid rest periods of fifteen (15) minutes each during each regular shift; one during the first half of the shift and one during the second half of the shift.

(b) **Meal Periods**

Work schedules shall provide for the work day to be broken at approximately midpoint by an uninterrupted, unpaid meal period of one (1) hour. Employees shall have the right to leave the work site during such periods. Due to operational needs and at the prior approval of the Employer, if an employee has to work through all or part of his or her lunch, he or she shall be able to take a later lunch or be paid for the missed portion of their lunch period.

Section 13.3 Clocking in and Out

There will be a seven and one-half (7 1/2) minute allowance for clocking in without being docked fifteen (15) minutes. Any time up to and including seven and one-half (7 1/2) minutes will be rounded down. Any time greater than seven and one-half (7 1/2) minutes will be rounded up. This does not relieve the employee from working when scheduled and can be subject to discipline for tardiness or for leaving work early without prior permission.

Section 13.4 Working out of Classification

An employee that is scheduled to work in a supervisory (non-bargaining unit) position for a period of one (1) day or more, shall be granted one (1) hour of pay or one and one half (1.5) hours of compensatory time for each day worked in said position. The employee and the County Clerk will mutually agree on either pay or compensatory time.

Section 13.5 Overtime Procedure

a) **Overtime Procedure**

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed. It shall be distributed on a rotating basis among such employees.

b) **Compensatory Time Off**

In order to receive compensatory time off, a non-exempt employee and the County Clerk must mutually agree that the employee will receive compensatory time off in lieu of compensation prior to the performance of any overtime work. If compensatory time off is used as the method of paying employees for overtime worked, the overtime rate of pay

shall be one and one-half hours of compensatory time off for each hour of overtime worked.

Employees shall submit a written request for compensatory time usage to the County Clerk for approval at least one (1) day in advance unless otherwise authorized by the County Clerk. Compensatory time shall be taken in a minimum of one (1) hour increments unless otherwise authorized by the County Clerk. Vacation, sick, and personal time requests will take precedence over compensatory time use requests in granting approval of compensatory time use. Employees can accrue up to forty (40) hours at any given time. Any compensatory time not used within one year from which it was earned will be converted to pay. Compensatory time will be paid at the employee's hourly rate at the time it was earned, and any compensatory time off which an employee has at the time of separation from the County shall be paid at the employee's hourly rate at the time it was earned.

ARTICLE 14 **JOB OPENINGS**

Section 14.1 Posting

Whenever the Employer at its sole discretion intends to fill a job vacancy as defined below, a notice of such vacancy shall be posted on all bulletin boards for no less than seven calendar days, and such vacancy shall set forth the required knowledge, skills, ability, rate of pay, work location, job description and any other requirements for the job.

Section 14.2 Definition of a Vacancy

A job vacancy exists when the Employer determines to increase the work force and to fill the new position(s) and/or when any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: retirements, terminations, transfers, promotions, demotions, and related transactions.

ARTICLE 15 **TEMPORARY ASSIGNMENT**

Section 15.1 Temporary Assignment

The Employer may temporarily assign an employee to perform the duties of another position classification. An employee temporarily assigned to a position with a lower rate of pay shall receive his/her regular rate of pay. In those cases where the employee performs the duties of a higher paying classification for two (2) days or longer, they shall be paid at the rate of the higher classification or five percent (5%) above their regular rate of pay, whichever is greater. A temporary assignment to a higher classification must exceed two (2) continuous days in order to be eligible for the higher rate of pay.

Section 15.2 Time Limits

The time limits for temporarily filling a position classification shall be as follows:

- (a) for ninety (90) days while the Employer posts and fills a vacant position.
- (b) for the duration of the incumbent employee's leave of absence, up to a maximum of three (3) months, unless the parties agree otherwise.
- (c) for forty-five (45) days in other circumstances.
- (d) Temporary assignments may be extended by mutual agreement of the parties.

ARTICLE 16 **PERSONNEL FILES**

Section 16.1 Access

Employees shall be entitled to full access to their personnel files as prescribed in Illinois Personnel Records Review Act (820 ILCS 40/). Such files shall contain job-related information only.

Section 16.2 Employee Notification

A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be served upon the employee. The employee signing and noting receipt does not signify agreement or disagreement with the material.

Section 16.3 Construction of This Article

This Article shall not be construed to diminish in any way the rights of the employees under existing laws.

ARTICLE 17 **SAFETY AND HEALTH**

Section 17.1 General Duty

The Employer shall provide a safe and healthy workplace consistent with all applicable rules, regulations, and standards established by the Illinois Department of Labor. The Employer and the Union jointly recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work. To that end, employees shall observe all safety rules applicable to their work space adopted by the Employer or by McHenry County. Further, employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle shall promptly inform the County Clerk or his/her designee who shall have the

responsibility to determine what action, if any, should be taken including whether or not the job assignment should be discontinued.

Section 17.2 Advanced Step Filing

Where the Union believes that a health and safety issue require immediate attention, a grievance may be filed directly to Step 3 of the grievance procedure.

Section 17.3 Personal Protective Clothing and Equipment

All personal protective clothing and equipment, required by the Employer shall be furnished and maintained by the Employer without cost to the employees, who will use such equipment when directed.

Section 17.4 Safety and Health Committee

The Labor Management Committee shall, as part of its meeting agenda, regularly address issues of work place safety and work rules designed to promote safe work practices.

ARTICLE 18 **SECONDARY/OUTSIDE EMPLOYMENT**

Employees shall comply with the Employer's policy governing secondary/outside employment, as presently existing or hereafter modified.

The Employer and the Union recognize that employment by and with the McHenry County Clerk is and shall be the primary employment of each employee in the bargaining unit and shall be given priority over secondary outside employment or volunteer activities of employees.

ARTICLE 19 **DRUG FREE WORKPLACE AND SUBSTANCE ABUSE TESTING**

Section 19.1 Prohibitions

a. Any location at which County business is conducted, whether at the County Complex or any other worksite, is declared to be a drug-free workplace. This will include County vehicles and any private vehicles parked on County premises or work sites, including but not limited to polling places. Employees shall be prohibited from possessing alcohol or illegal drugs. This does not apply to items such as sealed alcohol purchased for home use and stored in a personal vehicle or legally prescribed or non-prescription medicine.

b. All employees are prohibited from reporting for work or remaining at work with their physical or mental faculties impaired because of prior indulgence in alcohol, illegal drugs or through the misuse of prescription medications. An employee may not have their work performance adversely affected by controlled substances or alcohol and still be in compliance with this policy.

c. Employees are prohibited from consuming alcohol during their work hours. Employees are prohibited from operating any County vehicle within eight hours of having consumed alcohol, or while under the influence of alcohol, or with a blood alcohol content of .04 or greater, or using any substance that adversely affects safety.

d. All employees are prohibited from unlawfully manufacturing, distributing, dispensing, being under the influence of or using illegal or controlled substances in or outside of the workplace except as taken by the orders of a licensed health care professional.

Section 19.2 Over-the Counter/Prescription Drugs

In the interest of public and employee safety, it is the employee's responsibility to notify the Employer of any known side effects of over-the-counter or prescription drugs which may adversely affect job performance.

Section 19.3 Type of Testing

Where the Employer has probable cause to believe that the employee has consumed alcohol during the course of the work day, or used illegal drugs, the Employer has the right to require the employee to submit to alcohol or drug testing. The costs of such tests shall be the responsibility of the Employer. There shall be no unit-wide or random testing of employees, except random testing as authorized in Section 19.9 below.

Section 19.4 Order to Take Test

The Employer shall provide the employee at the time he/she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the Employer bases its conclusion of probable cause. The employee shall have the right to consult with a union representative and/or counsel prior to any questioning. Refusal to comply with the order to test shall subject the employee to discipline, but taking of a test shall not operate to waive any objection or rights the employee may have. Refusal to submit to a test includes but is not limited to failing to provide adequate samples for testing without medical reason, failing to show up at the testing site when instructed, or engaging in conduct that obstructs the testing process. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay, during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

Section 19.5 Tests to be Conducted

The Employer shall use a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA standards. The Employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test. The Employer shall provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided that the employee notifies the Employer within seventy-two (72) hours of receiving the results of the test. Employer agrees that testing shall be by gas chromatography/mass spectrometry (GCMS) or an equivalent scientifically accurate test. In cases where the Employer has probable cause to suspect alcohol consumption, the Employer may require the employee to submit to a Breathalyzer test or Intoximeter.

Section 19.6 Results

As to drug testing, the Employer shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the Employer (e.g. insurance billings) shall not be used in any manner or forum adverse to the employee's interests. For the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 grams of alcohol per 100 milliliters of blood shall be considered positive. If the test results is less than .04, the Employer shall not be precluded from demonstrating the employee was under the influence, however, no presumption will be attached to said results and the Employer shall bear the burden of proof in such cases. The employee shall receive a copy of all test results, information, documents and other reports received by the Employer.

Section 19.7 Right to Contest

The Union and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Article, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside the Agreement, which the employee may pursue with or without the Union.

Section 19.8 Voluntary Request for Assistance

No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems prior to

the employer ordering a test for probable cause, other than the Employer may temporarily reassign an employee if he/she is then unfit for duty in his/her current assignment. Provided, however, an employee who voluntarily seeks assistance for an alcohol or drug related problem more than one time may be subject to adverse employment actions. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests.

Section 19.9 Discipline

In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- (a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months if prescribed;
- (d) The employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive for a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 19.10 - Pre-Employment Testing

Nothing in this Article shall prohibit the Employer from requiring and conducting pre-employment drug testing.

ARTICLE 20
WAGES, COMPENSATION, ALLOWANCE

Section 20.1 Wage Schedule

Effective December 1, 2018, the negotiated pay ranges for positions covered by this Agreement are as follows:

Title	Minimum or Starting Rate	Maximum Rate
Clerk I	\$14.27	\$20.70
Clerk II	\$15.71	\$22.79
Clerk III	\$18.60	\$26.96

Section 20.2 General Increases

1. Effective December 1, 2017, wage rates will increase by 2.25%.
2. Effective December 1, 2018, wage rates will increase by 2.25%.
3. Effective December 1, 2019, wage rates will increase by 2.25%.
4. Effective December 1, 2018, all eligible bargaining unit members shall be increased to the starting pay of the new compensation ranges. This increase shall occur prior to the wage rate increase effective for the same date.
5. Effective December 1, 2018, a one-time adjustment shall be applied to those members of the bargaining unit who are within the negotiated pay range for each position, based upon their years of service as follows:
 - Employees with five years or less of experience shall receive a one-time lump sum of \$500, and their base shall be increased by the same amount;
 - Employees with ten years or more of experience shall receive a one-time lump sum of \$1000, and their base shall be increased by the same amount.

This increase shall occur after the wage rate increase effective for the same date.

6. For any employee who is outside the negotiated pay range, they shall receive wage rate increases in the form of a one-time lump sum payment based upon the maximum rate for the position.

ARTICLE 21
HEALTH INSURANCE AND OTHER BENEFITS

Section 21.1 Health and Dental Benefits

The Employer will provide full-time employees with coverage under the Blue Cross/Blue Shield Plan as amended from time to time; provided, however, the Employer reserves the right to change carriers, benefit levels or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are similar to those in effect when this agreement is implemented.

Any employee wishing to waive the health benefits may do so by signing and filing the appropriate form in the Human Resources Department.

The Employer and the active employees shall share the cost of health and dental coverage as follows:

PPO – Regular	Employer %	Employee %
Single	85%	15%
EE+1	80%	20%
EE+2	80%	20%
PPO – HSA	Employer %	Employee %
Single	85%	15%
EE+1	80%	20%
EE+2	80%	20%
HMO	Employer %	Employee %
Single	85%	15%
EE+1	80%	20%
EE+2	80%	20%

Current employees may elect or switch their insurance plans during open enrollment in 2018. However, effective 1/1/2019, the Union agrees to close future enrollment of employees into the HMO and Regular PPO plans. All employees covered by the County HMO or Regular PPO insurance plans prior to 1/1/19 may stay in those plans or move to the HDHP PPO. Should an employee chose to leave their current HMO or PPO plans, the plan will no longer be available to them. Those employees who enroll in the HDHP PPO will receive the incentives offered to the non-union employees as determined by the County Board.

If the employer is required to pay an excise tax or penalty under the Affordable Care

Act (ACA) or any similar state or federal legislation or regulation for any coverage option because an employee opts not to change their insurance coverage to a plan offered by the County which avoids the imposition of these taxes or penalties, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the Employer.

Notwithstanding the above, it is understood and agreed that the Employer may make changes reasonably necessary so such coverage will (1) comply with the Affordable Care Act and any other federal or state health care laws; (2) not result in the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the ACA or any similar state or federal legislation or regulation; or (3) ensure the Employer is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). If such changes are deemed reasonably necessary by the Employer, the Employer will provide the Union with written notice and an opportunity to discuss the changes provided such discussions shall not operate to delay the Employer's implementation of such changes.

Nothing herein shall be construed as limiting the Employer's right to offer alternative medical plans to bargaining unit employees and their eligible dependents on a voluntary basis. The Employer reserves the right to determine and modify the terms and conditions of such alternative plans, including but not limited to reasonable benefit levels and premium contributions.

Section 21.2 Eligibility

A non-exempt, full-time employee is eligible to enroll on the first of the month following sixty (60) days of consecutive, active full-time employment. Enrollment must occur within 10 days of the eligibility date or coverage may be denied. Employees who do not initially enroll in the group health and dental program upon starting with the County may do so only during the annual open enrollment period or in the event of a Qualifying Life Event (i.e. marriage, divorce, birth of a child). Proper documentation must be provided to the County's Human Resources Department in order for enrollment changes to be effective due to a Qualifying Life Event.

Section 21.3 IRC Section 125 Plan

The County will maintain an IRC Section 125 Plan whereby employees will be able to pay for their share of health care premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 21.4 Retiree Medical Benefits

For the term of this bargaining agreement, the Employer will provide coverage to IMRF Tier 1 retirees who retire at age 55 or older after eight (8) years of service. For the term of this bargaining agreement, the Employer will provide coverage to IMRF Tier 2

retirees who retire at age 62 or older after ten (10) years of service. The Employer shall pay 15% of single coverage and 20% of employee plus one (1) and family coverage until the retiree and/or their dependent obtains Medicare eligibility. The rates of all retirees shall be adjusted up or down by the same percentage as the Employer's premium for their class of coverage on the renewal date of each year (starting on January 1).

If the employer is required to pay an excise tax or penalty under the Affordable Care Act (ACA) or any similar state or federal legislation or regulation for any coverage option because an employee opts not to change their insurance coverage to a plan offered by the County which avoids the imposition of these taxes or penalties, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the Employer.

Section 21.5 Life Insurance

The Employer will provide a Life Insurance Policy in the amount of \$15,000.00 at no cost to the employee.

Section 21.6 Pensions

The Employer shall continue to contribute on behalf of the Employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to under State Statutes.

Section 21.7 Wellness Benefit

During the term of this Agreement, the Employer may institute a wellness plan. It is understood that while the Employer reserves the right to determine the terms and conditions of such plan, including reward benefits, if any, an employee's participation in such plan shall be voluntary.

ARTICLE 22 **SICK LEAVE**

Section 22.1 Sick Leave Program

The Sick Leave Program enables regular full-time and regular part-time employees to accrue benefit time to be used when the employee is incapacitated due to non-work related illness, injury or disability or to care for an ill/disabled immediate family member (see section on FMLA Leave for definition of "immediate family member") and/or in conjunction with an approved family medical leave. Sick leave may be used for time missed due to medical appointments if the employee receives prior approval from their supervisor and the appointment is scheduled so that it is not unduly disruptive of the employee's work schedule or the department's operation. If an employee has accrued sick leave benefits, the employee will be paid for approved absences that occur during the employee's normally scheduled work hours. Sick leave may be used in increments

of not less than one (1) hour and shall be used in the minimum amount necessary to cover appointments. Sick pay for hours not worked is excluded when computing overtime for that week.

Section 22.2 Sick Leave Accrual

Regular full-time employees accrue sick leave according to the schedule below. Regular part-time employees (those scheduled to work at least 600 hours per year) accrue sick leave on a pro rata basis.

During the employee training period, a probationary employee does not earn sick time but will receive three (3) days sick time credit at the successful completion of the employee training period.

Sick leave does not accrue during any unpaid leave of absence.

Employees shall accrue sick leave as follows: Employees earn sick leave on a pay period by pay period basis, (twenty-six (26) pay cycle basis) and may use only time already earned. Employees will begin earning the new accrual rate on their first full pay period following the completion of ten (10) and fifteen (15) years.

<u>Years of Service</u>	<u>Sick Days Earned per Month</u>
Date of hire through year 10	12 days per year
Beginning year 11 through year 15	15 days per year
Beginning year 16 and greater	20 days per year

An employee shall be allowed to accrue up to 240 sick days. Employees cannot begin a fiscal year with more than 240 days. Employees who have accrued more than 240 sick days as of December 1 of each year must determine if they wish to be credited for additional vacation days or to be paid for this unused sick leave. In either case, earned sick days in excess of the 240 maximum allowable may be converted at two (2) sick days in exchange for one (1) regular day. However, no more than five (5) days ($10 \text{ sick days} \div 2 = 5 \text{ days}$) can be converted to pay.

Section 22.3 Notice (Call-In)

An employee is required to notify the County Clerk or designee, in the case of absence from work due to illness, as far as possible in advance of the starting time for their scheduled work day, but no later than fifteen minutes prior to the start of their shift.

If an employee misses more than one (1) day of work, the employee is required to call the County Clerk or designee each day of their absence unless otherwise agreed to by the County Clerk or designee and the employee.

An employee may be required, at the discretion of the County Clerk, to provide a

doctors statement when an employee has been absent due to illness or injury for a period of three (3) or more days.

Section 22.4 Abuse of Sick Leave

The County Clerk and the Union mutually discourage the abuse of sick leave. An employee may be disciplined if the employee's attendance record reflects an abuse of sick leave. Evidence of such abuse may include, but is not limited to, a pattern of missed Mondays and/or Fridays (i.e. first or last day of the work week) or of attempts to use the sick leave the day after and/or the day before a regularly scheduled day off (i.e. a paid holiday, vacation day, compensatory day, personal day, or a combination thereof) or any other pattern of excess use of sick leave.

Sick leave is not intended for a one (1) day vacation nor to be used to extend vacation periods or holidays. Sick leave may be used for the purpose of illness, injury, or disability of the employee or for medical appointments, which cannot be scheduled outside of the employee's normal work hours.

Vacation time is not allowed to be substituted for sick leave. Vacation time requires advance supervisor approval. It will not be allowed to substitute vacation time once sick leave is exhausted. If a vacation or personal day request has been previously denied by a supervisor, and an employee fails to report to work on the day(s) denied, sick leave shall not be substituted for the denied days and may be cause for immediate termination.

If the County Clerk has reasonable suspicion to believe that an employee is abusing sick leave, or that the employee has used the sick days in a fashion that the employer would call a pattern (i.e. calling in sick the day before or after an employee's regularly scheduled days off), then the Employer may require a doctor's note at the employee's cost, for each day on which the employee calls in sick.

Section 22.5 County Clerk's Discretion

The County Clerk or designee may direct an employee who appears to be ill to use sick leave time and leave work to protect the health of other employees.

ARTICLE 23 **LEAVES OF ABSENCES**

Section 23.1 Funeral Leave

The County Clerk recognizes the importance of family and the difficulties employees face following the loss of a loved one. For that reason, the County Clerk grants employees bereavement leave in accordance with the following provisions:

In the event of the death of an immediate family member, an employee shall be

permitted to be absent from his or her job for an appropriate number of days. Bereavement leave shall be limited to three (3) consecutive workdays per funeral and shall be given at the regular rate of pay. If the employee desires to be absent for more than three (3) days, he or she may utilize previously earned, unused benefit time (vacation, personal or compensatory time) and receive compensation for each such additional day with the approval of the County Clerk or his/her designee.

The immediate family is defined as follows: husband, wife, civil union partner (as defined in the Illinois Civil Union Act), son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, mother, mother-in-law, father, father-in-law, grandchildren, grandparents, grandparents-in-law, step-mother, step-father, or step-children of a current marriage.

Employees will be allowed two (2) hours, without loss of pay, bereavement leave to attend the funeral of a co-worker; four (4) hours if the employee is a pallbearer.

Any absence to attend the funeral of anyone who is not a member of the employee's immediate family or a relation designated above) may be arranged with the County Clerk. The employee may use benefit time to cover this absence or go unpaid if all accrued benefit time has been exhausted.

An employee must notify their immediate supervisor of the need for bereavement leave within 24 hours of the start of the absence or as soon as practicable.

Section 23.2 Jury Duty & Subpoenas

Employees are expected to honor all subpoenas and summons for jury duty. Employees are to notify their respective supervisors immediately upon receipt of a jury notice or subpoena so that arrangements can be made to cover their assignments.

Regular full-time and regular part-time employees required to report for jury duty or jury service will receive full pay for time not worked while serving on jury duty for the term of the jury service, provided they:

- Report to work by swiping their payroll card by 8:00 each day of jury duty/service;
- Perform their regular work until they are required to report for jury duty/service;
- Resume their regular work when released from jury duty/service; and
- Turn over their endorsed jury duty/service check to the County for deposit with the McHenry County Treasurer.

Subpoenas directly related to an employee's position within the County will be recorded as time worked provided they turn any pay received for responding to the subpoena

over to County Administration. Personal time off will be approved so an employee can respond to subpoenas of a personal nature, not related to their position within the County.

Section 23.3 Unpaid Leave of Absence

After two years of continuous service with the County Clerk, a regular full-time or part-time employee may request an Unpaid Personal Leave of Absence for compelling or urgent reasons (not for outside employment) for a period not to exceed twelve (12) weeks. The leave is granted at the sole discretion of the County Clerk.

Requests for an unpaid leave of absence must be submitted in writing to the County Clerk as far in advance as practical. The request shall state the reasons for the leave of absence and the requested length of time. Employees may request that the exact nature of the request be kept confidential.

While on unpaid leave of absence, vacation and sick leave accrual cease. The employee is ineligible for holiday pay during the leave of absence.

Employees may continue to participate in the County's Group Health Insurance Program during an unpaid leave of absence with payment of the full monthly premiums (employer and employee share). Arrangements are to be made with the Human Resources Department. Failure to make such arrangements, or regularly scheduled premium payments at the beginning of each month, will result in cancellation of benefits. If a benefit is cancelled, the rules and regulations of the carrier shall apply when the employee returns and seeks such coverage.

If an unpaid leave of absence is granted, regardless of its duration, there is no guarantee that the employee's job will remain unfilled or that the position will not be eliminated or changed by reorganization. If the employee's job is still vacant upon the conclusion of the leave of absence, the employee shall resume the position with the same status. Employees must understand that there is no guarantee of reinstatement to any position in the County Clerk's office upon completion of the leave.

Failure of the employee to report for duty at the expiration of the leave shall result in termination.

Section 23.4 FMLA

FMLA leave will be granted in accordance with the McHenry County Personnel Policy and in compliance with Federal and State law.

Section 23.5 Military Leave

Military leave will be granted in accordance with the McHenry County Personnel Policy and in compliance with Federal and State law.

Section 23.6 VESSA

VESSA leave will be granted in accordance with the McHenry County Personnel Policy and in compliance with Federal and State law.

ARTICLE 24 **VACATIONS**

Section 24.1 Vacation Accrual

All vacation eligibility is computed on continuous County employment. Full-time bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule. Regular part-time employees (those scheduled to work at least 600 hours per year) accrue vacation time on a pro rata basis.

<u>Years of Service</u>	<u>Vacation Days Earned per Month</u>
Completion of ETP through year 5	10 days per year
Beginning year 6 through year 10	15 days per year
Beginning year 11 and greater	20 days per year

Employees will begin earning the new accrual rate on the first full pay period following completion of five (5) and ten (10) years.

Upon the successful completion of their probationary/employee training period (Section 9.4) ETP, employees will accrue vacation from date of hire.

Employees on leave of absence or layoff shall not accrue vacation time. Employees accrue paid vacation time on a pay period by pay period basis, (twenty-six (26) pay cycle basis) and may use only time already accrued.

Accrual Limits: Employees are allowed to accrue up to 150% of their respective annual accrual, and at no time shall their vacation balance exceed the 150% maximum limit. The maximum accrual limits are as follows:

<u>Years of Service</u>	<u>Annual</u>	<u>150% Maximum Limit</u>
Completion of ETP through year 5	10 days	15 days
Beginning year 6 through year 10	15 days	22.5 days
Beginning year 11 and greater	20 days	30 days

At the discretion of the County Clerk, employees may use vacation time in the calendar year it will be earned but prior to the actual accrual only if the employee agrees in writing that if they leave the employ of the County for any reason, they will repay any used vacation time that has not been earned, or allow for the deduction from their final paycheck of any unearned vacation that was used.

Section 24.2 Vacation Usage

A vacation day shall not be charged should a designated holiday fall during an employee's scheduled vacation period.

Vacation leave will not be granted in intervals of less than one-half ($\frac{1}{2}$) day, unless otherwise agreed to by the employee and the County Clerk or designee.

Unless otherwise agreed, an employee must request, in writing, vacation leave of more than one (1) day at least ten (10) working days in advance. Unless otherwise agreed, an employee must request, in writing, vacation leave for one (1) day or less at least five (5) working days in advance.

All employees may submit, in writing for approval, (by a date specified by the County Clerk) a schedule of desired vacation dates. Conflicts in scheduling will be resolved in favor of the full-time employee with the most seniority. Any scheduling conflicts that occur after a request for vacation has been approved will be resolved in favor of the employee first submitting the request for vacation time off. No employee shall be entitled to priority in selecting his/her vacation for more than two weeks at a time.

Up to three (3) bargaining unit employees, shall be allowed to use vacation time on any given day, except two months prior to an election. During the two months prior to an election, the County Clerk has the right to deny requests due to operational needs.

Section 24.3 Vacation Pay

All vacation leave will be paid for at their regular hourly rate.

Section 24.4 Accumulated Vacation at Separation

Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.

In the event of the employee's death, compensation for all unused accrued vacation allowances shall be paid to the employee's designated life insurance beneficiary or, if none, the employee's estate.

ARTICLE 25
HOLIDAYS AND PERSONAL DAYS

Section 25.1 Holidays

Regular full-time and regular part-time employees shall receive holidays with pay each year as established by Resolution of the McHenry County Board.

Regular part-time employees shall be compensated for holidays according to hours of work that are normally scheduled for that workday. The holiday must fall on a day normally scheduled as a workday for regular part-time employees to be eligible for compensation.

Employees regularly scheduled to work on a holiday will receive either:

- Equivalent time off within the following appropriate pay period at a time convenient to the employee and consistent with the department needs; or
- Employees who are scheduled to work on a recognized holiday will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday unless the hours worked exceeds 40 hours a week when overtime shall apply.

To be eligible for holiday pay, an employee must work or take an approved vacation or personal day:

- The last scheduled work day before the holiday; and
- The first scheduled workday after the holiday.

Section 25.2 Personal Days

Employees shall receive personal days each year as established by the McHenry County Board, generally two (2) days per year, with pay, to be used in each calendar year. Part-time employees shall earn personal days on a pro-rata basis. If the McHenry County Board grants an additional personal day in any given year, members of the bargaining unit, who have been employed for at least one year, shall be granted the additional personal day.

Newly hired employees shall receive one (1) personal day after completion of 6 months of continuous service and will receive one (1) personal day upon the completion of 12 months of continuous service. After an employee's first anniversary date, personal days are awarded at the beginning of every calendar year (January 1st). Except for emergency situations that preclude the making of prior arrangements, employees shall submit a request to the County Clerk for approval at least one (1) working day in advance as to not adversely impact the operational needs of the County Clerk's Office.

Approval will only be granted if the time off will not adversely affect the department's operational needs. Personal days can be taken in succession with vacation days or holidays. Personal days cannot be taken in less than one (1) day (7.5 hour) increments.

Unused personal leave is not cumulative and cannot be carried over from one calendar year to the next. Personal days not used in the calendar year are forfeited. Pay for personal leave not used is not permissible. There shall be no payment for unused personal days upon termination of employment.

ARTICLE 26

SAVINGS AND COMPLETE AGREEMENT

Section 26.1 Savings

Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law, or decision of a court of competent jurisdiction, that provision or application shall be negotiated by the parties to comply with the law or decision and all other provisions of the Agreement shall continue in full force and effect.

Section 26.2 Employer Designee

The McHenry County Clerk may designate an agent in writing for purposes of being the named public Employer in matters arising under this Agreement.

Section 26.3 Zipper Clause

The parties acknowledge that during the negotiations which preceded this Agreement, each party has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, but addressed in the Employer's existing policies. This shall not preclude the parties from mutually agreeing to modify or amend the provisions of the Agreement by mutual agreement, provided any such modification or amendment must be in writing and signed by the respective parties hereto.

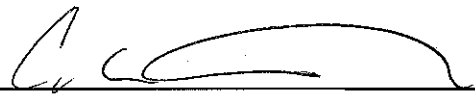
ARTICLE 27
DURATION

The Agreement shall be effective December 1, 2017, and continue in full force and effect until midnight, November 30, 2020, and thereafter from year-to-year, unless no more than 120 days, but not less than 60 days prior to November 30, 2020, or any subsequent November 30, either party gives written notice to the other of its intention to amend or terminate the Agreement.

In witness whereof, the Employer, McHenry County, and AFSCME Council 31, and Local 1748 sign this Agreement, which shall be effective upon its ratification by the principals of each party.

FOR THE UNION

AFSCME COUNCIL 31



McHenry Clerk Employees /AFSCME Local 1748



UNION REPRESENTATIVE



UNION REPRESENTATIVE



UNION REPRESENTATIVE

UNION REPRESENTATIVE

UNION REPRESENTATIVE

FOR THE EMPLOYER



COUNTY BOARD CHAIRMAN




COUNTY CLERK

(SEAL)

COUNTY CLERK

Side Letter: County Clerk and Recorder of Deeds 2020 Office Merger

The parties, recognizing the voters of McHenry County have chosen to vote to combine the office of the County Clerk and the Recorder of Deeds, agree to meet no less than six (6) months in advance of the merger to begin bargaining over the impact, if any, on Clerk employees.

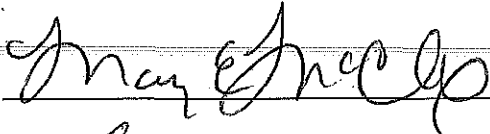
For the Employer:  Date: 10/19/18

For the Union: _____ Date: _____

Side Letter: County Clerk and Recorder of Deeds 2020 Office Merger

The parties, recognizing the voters of McHenry County have chosen to vote to combine the office of the County Clerk and the Recorder of Deeds, agree to meet no less than six (6) months in advance of the merger to begin bargaining over the impact, if any, on Clerk employees.

For the Employer:



Date:

10/19/18

For the Union:



Date:

10-24-18

Appendix A—Deleted Job Titles


Vital Records Elections Clerk
Bookkeeping/Redemption Clerk
Accounts Payable Clerk
Adm spec/Board Secretary
Tax Ext/Redemption Clerk
Vital Records Clerk
Tax Redemption Clerk
County Tax Extender
Election Adm Analyst
Imagery Redemption Clerk
Election Technician

Letter of Understanding

The Union and Employer agree to prepare a joint Unit Clarification Petition to change the definition of the bargaining unit by eliminating the aforementioned titles and including "Clerk I, Clerk II, and Clerk III" in the certification. The Union and Employer will file the petition within ten (10) days of the execution of this contract.

Dated this 19th day of October 2018.

For the Employer:  Date: 10/19/18

For the Union:  Date: 10-29-18

